

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
THE SANCTUARY ON SOUNDSIDE**

STATE OF FLORIDA

COUNTY OF SANTA ROSA

DATE OF SIGNING: DECEMBER 17th, 2020

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SANCTUARY ON SOUNDSIDE (this "Amendment") is made this 17th of December, 2020, by ARCADIA DEVELOPMENT, LLC, a Louisiana limited liability company (hereinafter "Declarant").**

**WITNESSETH:**

**WHEREAS**, Declarant executed the Declaration of Covenants, Conditions and Restrictions for The Sanctuary on Soundside (the "Declaration") on or about November 13, 2020, and recorded on November 20, 2020 in Official Records Book 4032, Page 1470 of the Public Records of Santa Rosa, County, Florida, and;

**WHEREAS**, each capitalized term in this Amendment shall have the meaning assigned to it in the Declaration unless a different meaning is assigned by the express terms of this Amendment;

**WHEREAS**, pursuant to the terms of Section 8.06 of the Declaration, the Declaration may be amended by Members holding seventy-five percent (75%) of the voting interests in the Association;

**WHEREAS**, Declarant holds in excess of seventy-five percent (75%) of the voting interests in the Association;

**WHEREAS**, pursuant to the terms of Section 9.03 of the Declaration, Declarant has the independent right to amend the Declaration in any manner Declarant deems necessary and appropriate prior to Turnover. Turnover has not yet occurred;

**WHEREAS**, Declarant wishes to amend the Declaration as hereinafter set forth to correct inadvertent omissions from the Declaration;

**NOW, THEREFORE**, the Declarant, pursuant to the terms of Sections 8.06 and 9.03 of the Declaration, hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated

herein by reference.

2. **Section 1.03 (r) Stormwater Management Facility.** Section 1.03 (r) is hereby deleted in its entirety and the following inserted in lieu thereof:

1.03 (r) "Stormwater Management Facility" shall mean, collectively, the lands designated on the Plat or incorporated thereto as public or private drainage easements and/or public or private retention or detention areas. This shall also incorporate those areas designated as wetland buffers within the plat and/or vegetated natural buffers as permitted within the NFWFMD Permit No. IND-113-17853-1.

3. **Vegetative Natural Buffer.** The following provision shall be, and hereby is, added to Section 1.03 of the Declaration:

"(u) "Vegetative Natural Buffer" shall mean, collectively, the lands found in the permitted plans authorized under NFWFMD Permit No. IND-113-17853-1.

4. **Section 2.05 (b) Easements and Buffer Strips.** Section 2.05 (b) is hereby deleted in its entirety and the following inserted in lieu thereof:

**Easements and Buffer Strips.** All public areas, easements, buffer and landscape buffer strips, shown on the Plat are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements, buffer and landscape buffer strips. Further, that certain perpetual ingress and egress easement granted to Acadia Development, LLC, as found on the Plat recorded at book 13 page 42 of the Public Records of Santa Rosa County, Florida is adopted as part of this Declaration. The Vegetated Natural Buffers as found in the permitted plans under NFWFMD Permit No. IND-113-17853-1 are adopted as part of this Declaration

5. **Section 2.05 (d) Easements and Buffer Strips.** Section 2.05 (d) is hereby deleted in its entirety and the following inserted in lieu thereof:

(d) No fences shall be constructed in the easements, and such easements shall be accessible at all times. No structures shall be located within drainage easements or public areas that may prohibit or restrict the flow of stormwater.

6. **Section 11.01 Stormwater Management.** Section 11.01 (c) is hereby deleted in its entirety and the following inserted in lieu thereof:

(c) The Association shall operate, maintain and manage the Stormwater Management System(s) as a common expense in a manner consistent with the requirements of NFWFMD Permit No. IND-113-17853-1 and applicable NFWFMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the

Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the NFWFMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NFWFMD.

7. **Section 11.01 Stormwater Management.** Section 11.01 (i) is hereby deleted in its entirety and the following inserted in lieu thereof:

- (i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the NFWFMD, which shall include without limitation, the construction of any fence within the Easements in accordance with Section 2.05(c) hereof.

8. **Section 11.01 Stormwater Management.** Section 11.01 (j) is hereby deleted in its entirety and the following inserted in lieu thereof:

- (j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to The Chief of Bureau of Performance and Compliance Improvement.

9. **Ratification of Declaration.** Except as provided hereinabove, no other terms or provisions of the Declaration are amended by this Amendment. The Declaration, as hereby amended, is hereby ratified and affirmed.

10. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed to be effective as of the date and year first written above:

**DECLARANT:**

Witness: *Melissa Reynolds*  
Print Name: Melissa Reynolds

**ACADIA DEVELOPMENT, LLC, LLC,**  
a Louisiana limited liability company

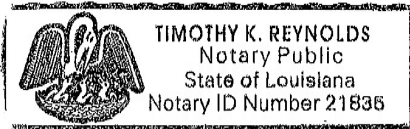
By: *John H. Romero*  
John Romero, its Manager

Witness: *Alexey LeMaire*  
Print Name: Alexey LeMaire

STATE OF Louisiana  
COUNTY OF Lafayette

The foregoing instrument was acknowledged before me this 17th day of December 2020 by John Romero, as Manager of Acadia Development, LLC, LLC, a Louisiana limited liability company, on behalf of said company. Said person is personally known to me or produced a current Louisiana driver's license as identification.

[SEAL]



*Timothy K. Reynolds*  
Notary Public Signature

Timothy K. Reynolds  
Notary Public Printed Name